



**Erie Canal Harbor
Development
Corporation**

A Subsidiary of Empire State Development

ERIE CANAL HARBOR DEVELOPMENT CORPORATION

at the

University of Buffalo - Center of Excellence in Bioinformatics & Life Sciences
701 Ellicott Street - Conference Room B2-209
Buffalo, New York 14203

Meeting of the Directors

Monday

January 8, 2024 – 10:30 AM

AGENDA

CORPORATE ACTION

1. Approval of the Minutes of the November 13, 2023 Directors' Meeting

FOR CONSIDERATION

2. Canalside Management Agreement - Extension - Authorization to Enter into a One Year Management Agreement Extension; and Authorization to Take Related Actions
3. Erie Canal Bicentennial Celebration at Canalside – Authorization to Enter into a Contract Amendment for Consulting Services; and Authorization to Take Related Actions
4. Erie Canal Bicentennial Visitor Experience Design and Fabrication - Authorization to Enter into a Contract Amendment with Local Projects to Continue to Provide Design and Fabrication Services; and Authorization to Take Related Actions

Item 1

Erie Canal Harbor Development Corporation
University of Buffalo – Center of Excellence in Bioinformatics and Life Sciences
701 Ellicott Street
Conference Room B2-209
Buffalo, New York 14203

November 13, 2023

MINUTES

In Attendance

Directors: Joan A. Kesner – Chair
 Sam Capitano
 Shatorah N. Donovan
 Constance L. Lydon
 Eric Reich
 Michael Vogel
 Leslie Zemsky

ECHDC Staff: Mark Wendel, President
 Debbie Royce, Corporate Secretary

ESD Staff: Julia Borukhov, Financial Project Manager
 Stephen Gawlik, VP, Poly & Capital Projects and Sr. Counsel – Strategic
 Initiatives
 Raymond Orlando, Chief Financial Officer

Also Present: Dan Castle, Commissioner of Environment and Planning - Erie County
 Dr. Callie Johnson, Deputy Mayor of Community Engagement - City of
 Buffalo
 Members of the Press

The meeting of the Erie Canal Harbor Development Corporation (the “Corporation”), was called to order at approximately 10:30 a.m. It was noted for the record that the meeting was being webcast, and that the Directors had received all written material in advance of the meeting and were free to ask questions at any time during the presentations.

Chair Kesner then noted that the public had been given an opportunity to provide

comments on the Agenda items by submitting their written comments by 9:00 a.m. today and stated that no comments were received by the public and also noted that there were no members of the public in attendance.

Before beginning with the substantive portion of the meeting, Chair Kesner asked the Directors whether anyone had any potential conflict of interest with respect to any of the items on the proposed Agenda. Director Lydon noted she would recuse herself from Item 4 as she has a long-standing working relationship with the proposed contractor.

The Chair then called for a motion to approve the Minutes of the September 26, 2023 Directors' Meeting. There being no changes or corrections, upon motion duly made and seconded, the following Resolution was unanimously adopted:

**APPROVAL OF MINUTES AND RATIFICATION OF ACTIONS TAKEN AT SEPTEMBER 26,
2023 MEETING OF THE ERIE CANAL HARBOR DEVELOPMENT CORPORATION**

RESOLVED, that the Minutes of the meeting of the Corporation held on September 26, 2023 as presented to this meeting, are hereby approved and all actions taken by the Directors presented at such meeting as set forth in such Minutes, are hereby in all respects ratified and approved as actions of the Corporation.

* * *

Chair Kesner then called on Mark Wendel, the newly appointed President of the Corporation, to present the remaining three items on the Agenda for the Directors' consideration.

The first item Mr. Wendel presented requested the Directors to authorize the Corporation to enter into a Public Space Management Agreement with Be Our Guest, Ltd. d/b/a the Rich Entertainment Group for hospitality and programming at the Buffalo Waterfront.

Mr. Wendel stated Be Our Guest has provided these services and will continue to be responsible for operations and maintenance related to the hospitality services, programming and event management, food and beverage services, merchandise opportunities, marketing and sponsorship and advertising, and financial management of Canalside as further defined in the agreement.

Mr. Wendel noted that the contract is revenue generating and will be of no cost to the Corporation and will be for a term of April 1, 2024 – May 31, 2031 and will include a one four-year extension at the discretion to the Corporation.

Following a full presentation, Chair Kesner called for questions or comments from the Directors. Director Zemsky recommended that the Canalside ice rink be open seven days a week during the skating season and the expanded hours be marketed. She noted this would be in line with other urban rinks which are open daily and are free. She hoped the increase in public access would bring visitors to Canalside daily in the winter as the Corporation aims to do in the summer.

Director Zemsky also encouraged the management agreement to expand the access to weather protected space to change in and out of skates and store shoes while skating. She hoped the agreement would take a visitors-first approach to operating the rink so winter in Buffalo would be celebrated.

Mr. Wendel responded that these suggestions would be brought forward as the Corporation enters into the agreement and Chair Kesner echoed the response.

Director Lydon then asked if there were annual performance review opportunities given the contract would be for seven-years. Mr. Wendel advised that Corporation staff meets with Be Our Guest at least quarterly to review matters and upcoming events and would continue that process.

Director Lydon requested an annual update of their performance be provided to the Board and Mr. Wendel advised that he believed that could be arranged. Chair Kesner then encouraged the Directors to bring any concerns to her or Mr. Wendel so they could be addressed.

Director Zemsky then inquired about the level of marketing that will be done and how it is addressed in the agreement. Mr. Wendel advised the marketing is overseen by the Corporation's branding and marketing staff member who works in coordinating with the Press Team and with Be our Guest to accomplish a successful marketing process based on the event.

Hearing no further questions or comments from the Directors, and noting no comments were received from the public, upon motion duly made and seconded, the following resolution was unanimously adopted:

ERIE CANAL HARBOR DEVELOPMENT CORPORATION – Buffalo Waterfront Public Space Management - Authorization to Enter into a Public Space Management Agreement; and Authorization to Take Related Actions

BE IT RESOLVED, that upon the basis of the materials presented to this meeting (the “Materials”), a copy of which is hereby ordered filed with the records of the Corporation, the Corporation hereby finds Be Our Guest, Ltd. DBA The Rich Entertainment Group to be responsible; and be it further

RESOLVED, that the Corporation is hereby authorized to enter a Public Space Management Agreement with Be Our Guest, Ltd DBA The Rich’s Entertainment Group for the purposes and services, and substantially on the terms and conditions, set forth in the Materials; and be it further

RESOLVED, that the President of the Corporation or his designee(s) be, and each of them hereby is, authorized to take such action and execute such documents as may be necessary or appropriate to carry out the foregoing resolution.

* * *

Chair Kesner called on Mr. Wendel to present the next item on the Agenda for the Directors’ consideration.

Mr. Wendel explained that the Directors were being asked to enter into a contract for Facilities Management Services with Be Our Guest, Ltd. d/b/a The Rich Entertainment Group in the amount of \$11,224,060 with a base of \$9,724,060 and a contingency in the amount of \$1,5 million.

Following the full presentation, Chair Kesner called for questions or comments from the Directors. Director Lydon asked in developing the scope of work if a current inventory of existing conditions of furniture, site lighting, walkways was considered. Mr. Wendel noted that it was and that once the contract is entered into, a walk through would be conducted to familiarize them with the facilities and inventory. Director Lydon asked that when the walk through is done, it be photographically documented.

Director Reich asked if the public spaces on the Aud Block would be a part of this agreement or would that be the responsibility of the private developer and Mr. Wendel replied that it would be the responsibility of the private developer.

Director Zemsky then asked if the level of facility maintenance in the agreement is increased based on the level of attendance possibly increasing for events or during the summer months. Mr. Wendel replied that it would and was addressed in the Request for Proposals.

Hearing no further comments or questions, and noting no comments were received from the public, upon motion duly made and seconded, the following resolution was unanimously adopted:

ERIE CANAL HARBOR DEVELOPMENT CORPORATION – Buffalo Waterfront Facilities Management Services - Authorization to Enter into a Contract for Facilities Management Services; and Authorization to Take Related Actions

BE IT RESOLVED, that upon the basis of the materials presented to this meeting (the “Materials”), a copy of which is hereby ordered filed with the records of the Erie Canal Harbor Development Corporation (the

“Corporation”), the Corporation hereby finds Be Our Guest, Ltd. DBA The Rich Entertainment Group to be responsible; and be it further

RESOLVED, that the Corporation is hereby authorized to enter into a contract with Be Our Guest, Ltd. DBA The Rich Entertainment Group for a base contract amount of NINE MILLION SEVEN HUNDRED TWENTY FOUR THOUSAND SIXTY DOLLARS (\$9,724,060), plus a contingency in the amount of ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000) for a total contract amount not to exceed ELEVEN MILLION TWO HUNDRED TWENTY FOUR THOUSAND SIXTY DOLLARS (\$11,224,060), for the purposes and services, and substantially on the terms and conditions, set forth in the Materials; and be it further and be it further

RESOLVED, that the President of the Corporation or his designee(s) be, and each of them hereby is, authorized to take such action and execute such documents as may be necessary or appropriate to carry out the foregoing resolution.

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Chair Kesner noted that Deputy Mayor Dr. Callie Johnson had joined the meeting on behalf of Mayor Brown and welcomed her and thanked the Mayor. She then called on Mr. Wendel to present the final item on the Agenda for the Directors’ consideration.

Mr. Wendel requested authorization for the Corporation to enter into a contract for Grounds Management Services with Elbers Landscape Service, Inc. in the amount of \$3,016,561 with a base of \$2,516,561 and a contingency in the amount of \$500,000. He stated the contract term will be for five years with an option to enter into two additional two-year extensions. He further stated it will be funded by the New York Power Authority.

Following the full presentation and noting that Director Lydon recusal from this item, Chair Kesner called for questions or comments from the Directors.

Commissioner Castle asked what the proposed vendor's experience is with the native plant species being planted and if they were helping to determine what plants to use when areas are restored or will they just be doing what is in the approved plans or specs. Mr. Wendel responded that Elbers, the proposed vendor, has been very informative in providing the Corporation's designers the information they need to try to find out what to establish, what helps the Corporation to maintain to make sure that what we have designed takes root.

In response to a further comment by Commissioner Castle reiterating the site is a really important flyaway for birds, migrating birds, butterflies and others that it needs to have some of the right plants there at the time, Mr. Wendel responded that there has been a great relationship with the Landscape Architects. He noted that now that there have been some years of maintenance on things, that can be used to determine what has been established and what may be a modification in the future.

Hearing no further questions or comments from the Directors, and noting no comments were received from the public, upon motion duly made and seconded, the following resolution was unanimously adopted:

ERIE CANAL HARBOR DEVELOPMENT CORPORATION – Buffalo Waterfront Grounds Management Services – Authorization to Enter into a Contract for Grounds Management Services; and Authorization to Take Related Actions

BE IT RESOLVED, that upon the basis of the materials presented to this meeting (the "Materials"), a copy of which is hereby ordered filed with the records of the Erie Canal Harbor Development Corporation (the "Corporation"), the Corporation hereby finds the Elbers Landscape Service, Inc. to be responsible; and be it further

RESOLVED, that the Corporation is hereby authorized to enter into a contract with Elbers Landscape Service, Inc., for a base contract amount of TWO MILLION FIVE HUNDRED SIXTEEN FIVE HUNDRED SIXTY ONE (\$2,516,561), plus a contingency in the amount of FIVE HUNDRED THOUSAND (\$500,000) for a total contract amount not to exceed THREE MILLION SIXTEEN THOUSAND FIVE HUNDRED SIXTY ONE DOLLARS (\$3,016,561), for the purposes and services, and substantially on the terms and conditions, set forth in the Materials; and be it further and be it further

RESOLVED, that the President of the Corporation or his designee(s) be, and each of them hereby is, authorized to take such action and execute such documents as may be necessary or appropriate to carry out the foregoing resolution.

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Hearing no further business, the meeting adjourned at 11:07 a.m.

Respectfully submitted,

Debbie Royce
Corporate Secretary

Item 2



FOR CONSIDERATION

January 8, 2024

TO: The Directors

FROM: Mark J. Wendel

SUBJECT: Canalside Management Agreement - Extension

REQUEST FOR: Authorization to Enter into a Contract Extension for Canalside Management; and
Authorization to Take Related Actions

CONTRACT NEEDS AND JUSTIFICATION

I. **Contract Summary**

Name: City of Buffalo
65 Niagara Square
Buffalo, NY 14202

Scope of Services: Manage City of Buffalo property within Canalside

Contract Term: 1-year extension; April 1, 2024 – March 31, 2025

Contract Amount: \$25,000

Funding Source(s): New York Power Authority Relicensing Agreement

II. **Background**

For decades Buffalo, New York's waterfront sat desolate and underutilized until 2005, when ECHDC was formed to spearhead Buffalo's waterfront revitalization and reclaim the area as one of the State's premiere placemaking destinations. Millions of dollars in both public and private investment have transformed the foot of Main Street into the year-round, mixed-use development known as Canalside, while additional public dollars have resulted in the opening of 200 acres of the Outer Harbor for public use and enjoyment.

The State's transformation of Canalside and the Outer Harbor have led to further private development along the Buffalo River. Currently, Canalside anchors the northern end of the Buffalo Waterfront while the Outer Harbor and Buffalo Harbor State Park anchor the southern end. This combined nearly 3-mile stretch of property is the home to a large concentration of restaurants, cultural attractions, marinas, and open space, and is linked by a multi-use trail system, seasonal bike ferry, and recently improved streets.

In 2014, ECHDC and the City of Buffalo entered into a Management Agreement to allow ECHDC to operate, maintain, and market the City of Buffalo parcels within Canalside. These parcels are bounded approximately by Marine Drive, Main Street, the Buffalo River and the Commercial Slip. Over the past ten years, ECHDC has maintained and operated both the upland surfaces and the boat docks as public space.

III. Scope of work

The agreement between the ECHDC and the City of Buffalo previously entered into in June of 2014 will be extended one-year in order to allow ECHDC and the City to explore a transfer of the property to ECHDC.

Under this extension, ECHDC will continue to provide sanitation and site maintenance; site security; maintenance of the lawns and other plantings; capital repairs to the site as needed; dock management; and programming and events at Canalside. These services are provided by ECHDC through its site manager, Be R Guest.

IV. Contract Term, Price and Funding

The Management Agreement term is one (1) year, April 1, 2024 to March 31, 2025.

ECHDC shall pay the City of Buffalo a base rent at \$25,000 per year for the right to manage the City of Buffalo parcels within Canalside.

V. Non-Discrimination & Contractor and Supplier Diversity

For purposes of this solicitation, the Office of Contractor and Supplier Diversity has reviewed the project and has determined that MWBE participation goals need not be applied to this project.

VI. Environmental Review

Empire State Development staff has determined that the action, which involves entering into a contract for continuing operations, programming and maintenance of the Buffalo Waterfront with no substantial changes in any existing structure/facility there, constitutes a Type II action as defined by the New York State Environmental Quality Review Act and the implementing regulations for the New York State Department of Environmental Conservation. No further environmental review is required at this time.

VII. Requested Action

The Directors are requested; (1) authorize the Corporation to enter into a one-year extension of the Management Agreement with the City of Buffalo for operations at Canalside; and (2) to take all related actions.

VIII. Recommendation

Based on the foregoing, I recommend approval of the requested actions.

IX. Attachments
Resolution

January 8, 2024

ERIE CANAL HARBOR DEVELOPMENT CORPORATION – Canalside Management Agreement - Authorization to Enter into a One Year Management Agreement Extension; and Authorization to Take Related Actions

RESOLVED, that the Corporation is hereby authorized to enter a One Year Management Agreement Extension with the City of Buffalo, for a base fee of TWENTY-FIVE THOUSAND DOLLARS (\$25,000), for the purposes and services, and substantially on the terms and conditions, set forth in the Materials; and be it further

RESOLVED, that the President of the Corporation or his designee(s) be, and each of them hereby is, authorized to take such action and execute such documents as may be necessary or appropriate to carry out the foregoing resolution.

* * *

Item 3



FOR CONSIDERATION

January 8, 2024

TO: The Directors

FROM: Mark Wendel

SUBJECT: Erie Canal Bicentennial at Canalside

REQUEST FOR: Authorization to Enter into a Contract Amendment for Consulting Services; and
Authorization to Take Related Actions

CONTRACT NEEDS AND JUSTIFICATION

I. **Contract Summary**

Consultant: BMC Consulting
335 Crescent Avenue
Buffalo, New York 14214

Scope of Services: Visitor Experience Planning

Original Contract Term: June 2022 – December 31, 2023
Original Contract Amount: \$250,000 (\$210,885 Base with \$39,115 Contingency)

Amendment 2 Term: January 1, 2024 – October 31, 2025
Amendment 2 Amount: \$250,000

Total Contract Amount: Not to exceed \$500,000

Funding Source(s): New York Power Authority (Relicensing Agreement)

II. **Background**

For more than a decade, the Erie Canal Harbor Development Corporation (“ECHDC”), has spearheaded projects along Buffalo’s waterfront to help Buffalo and Western New York realize a vision of renewed prosperity. The Canalside project sits on the historic western terminus of the Erie Canal. In its heyday Buffalo, known as America’s “Gateway to the West”, was one of the world’s greatest business centers, teeming with canal and rail traffic passing from the Atlantic seaboard across the Great Lakes. For much of the 19th century, it was truly an industrious port that bustled with people and goods from all over the world.

The Canalside History Advisory Group (CHAG) was formed to help guide ECHDC on projects and programming in order to ensure the historical relevance of Canalside continues to be woven into the fabric of the site. The group is made up of approximately 15 volunteer members. The bicentennial of the opening of the Erie Canal will occur in 2025 and, while celebrations will likely occur across New York State, CHAG was been tasked to support ECHDC staff with planning a celebration at Buffalo's Canalside.

BMC Consulting has been working with ECHDC to establish parameters for the Erie Canal Bicentennial celebration in 2025. This scope of work has included brand development for the celebration, reviewing the historic timeline of the Erie Canal, researching historic content on the Erie Canal and its impact in Buffalo, and identifying public engagement opportunities. BMC Consulting also assisted in a Request for Proposal process to solicit proposals from local cultural groups to perform during the celebration. This work was completed and/or initiated under their original contract. ECHDC is seeking a contract amendment to allow BMC to complete the tasks they have begun (Tasks 5 and 6) and take the remaining tasks (Tasks 2, 3, 7, 8, and 9) from start through completion. This next phase of services will allow BMC to work with ECHDC on establishing the celebration management approach, overall scheduling of events, finalizing historic content and storylines, and work with ECHDC's marketing and website consultant.

All Tasks (descriptions below) were included in the original RFP but the extent of the scope of work became clear through the initial celebration planning covered in the earlier tasks.

III. Consultant Selection Process

On March 28, 2022, ECHDC advertised for the *Erie Canal Bicentennial at Canalside: Consulting Services* opportunity in the New York State Contract Reporter. On April 21, 2022, ECHDC received and opened two (2) proposals, all consisting of consulting teams. These proposals were reviewed and scored by the Selection Committee and a top ranked team was selected.

The final rankings of the candidates by the Selection Committee are as follows (*only prime consultant listed*):

1. BMC Consulting
2. Quantum Creative Studios

BMC Consulting is a New York State design firm with an office in Buffalo. Their team also includes Watts Design Synergies Architecture (WBE), Get Fresh Industries (WBE), Kakekalanick (WMBE). The team will be directed by team leader Brian McAlonie.

BMC Consulting, staff, and CHAG members worked over the past 18 months with the mission and vision statement for the overall celebration, audiences, key interpretive themes for storytelling, significant sites constraints, and determined next steps. BMC Consulting is very familiar with the project, having completed three major tasks resulting in a Visitor Experience Master Plan earlier last year and Final Design Development of the Exhibit by Local Project, the Visitors Experience design firm.

Pursuant to State Finance Law Section 139-j and 139-k and the Corporation's policy related thereto, staff has: a) considered proposed contractor's ability to perform the services provided for in the proposed contract; and b) consulted the list of offerers determined to be non-responsible bidders and debarred offerers maintained by the New York State Office of General Services. Based on the foregoing, staff considers the proposed contractor to be responsible.

IV. Scope of Work

Under this contract, the Consultant will provide necessary services including, but not limited to, the scope of work as described below:

Task 1: Brand Development – completed in the Original Contract

The creation of an identity/logo and accompanying tagline will be developed for the bicentennial celebration at Canalside. Assume three (3) concepts (with examples of how the identity and tagline would be applied) will be presented, including two rounds of revisions, that will result in a final primary mark and secondary mark.

Task 2: Managed Areas - Conceptual Layout

Although Canalside is approximately 20-acres in overall area, it is expected that several parcels will be under construction during the bicentennial celebration. The creation of a conceptual layout plan will be used to identify areas of the project site (i.e., Managed Areas) that will be used for the various programs and experiences. The site study will also identify emergency access routes, ADA compliance issues or concerns, and security items that may need to be addressed in order for the site to be viable for the planned activities. The conceptual layout plan will be presented in two-dimensional and three-dimensional formats. The two-dimensional plan will include physical dimensions, grading, lighting, and public/private utilities.

Task 3: Managed Areas - Vendor Procurement Assistance

It is expected that the once the Managed Area conceptual layout plan is developed, several partnerships with not-for-profits, additional consultants, and/or other vendors will be procured to allow for the execution of the programs and experiences. Assistance with negotiating not-for-profit partnerships, developing consultant scopes of work, and/or other vendor agreements will be necessary. Any partnerships, vendor agreements, or additional consultant contracts will be held by ECHDC.

Task 4: American Association of State & Local History (AASLH) Meetings – completed in the Original Contract

Attend AASLH monthly meetings, representing ECHDC, in anticipation of the Fall 2022 Annual Meeting to be held in Buffalo. Coordinate, develop and manage all Canalside activities on the Annual Meeting itinerary.

Task 5: Canalside History Advisory Group (CHAG) Meetings – continues from Original Contract

Prepare agenda, attend, and complete minutes for CHAG monthly meetings, while keeping members fully informed of the Erie Canal bicentennial planning efforts. Assist with the expansion and diversification of the CHAG, as necessary.

Task 6: EC2025 Historical Content Brief & Historical Accuracy Conduit – continues from Original Contract

Create the EC2025 Historical Content Brief that will act an onboarding tool for all agencies, vendors, community partners or cultural organizations involved in the coming preparation period. Act as the historical accuracy conduit between all parties and the Buffalo History Museum for website, programming, and content to ensure all parties are reciting the same comprehensive and inclusive stories.

Task 7: EC2025 Marketing Campaign & Website

Participate in kick-off meetings with Marketing Agency/Vendor. Facilitate onboarding sessions with project managers on Building of the Erie Canal--including hidden histories related to Indigenous, Black, Women's Suffrage, Abolitionism, immigrant communities, and social and religious issues.

Task 8: Design Consultant

Support EC2025 marketing agency efforts with the completion of creative concepts to build out of support ads, marketing materials, environmental graphics, wayfinding, and maps associated with the Bicentennial. Deliver final artwork and related electronic files.

Task 9: Project Management

Prepare agenda, attend, and complete minutes for bi-weekly meetings with ECHDC staff to ensure the timely decision-making process for the tasks listed above.

V. Contract Term, Price and Funding

The Consultant Contract will cover fees and expenses through October 31, 2025.

The amendment amount with BMC Consulting to complete the above scope of work shall not exceed \$250,000.

The total contract fee will be calculated on a "hourly plus reimbursables" basis, payable in releases as the work is completed. The fee is based on approved manhour estimates and salary schedules and includes an allowance for incidental out of pocket project expenses (i.e., travel, reproduction costs, postage and delivery charges, permits and miscellaneous fees). Labor and expenses will be reimbursed upon submission of timesheets and acceptable receipted documentation.

The project funding source shall be the New York Power Authority Relicensing Agreement funds.

VI. Non-Discrimination & Contractor and Supplier Diversity

ESD's Non-Discrimination and Contractor & Supplier Diversity policy will apply to this contract. The Contractor shall be required to solicit and utilize Minority and Women-owned Business Enterprise ("MWBEs") and Service-Disabled-Veteran-owned Business Enterprises (SDVOBs) for any contractual opportunities generated in connection with the Project and shall be required to use Good Faith Efforts (pursuant to 5 NYCRR §142.8 and 9 NYCRR § 252.2(m)) to achieve an overall MWBE Participation Goal of 30%.

The Consultant has identified the following business enterprises that is intends to utilize to achieve its MWBE and SDVOB participation goals:

Design Synergies Architecture (WBE)
Buffalo, NY 14214

Get Fresh Industries (WBE)
Buffalo, NY 14214

Kakekalanicks (MWBE)
Buffalo, NY 14216

VII. Environmental Review

Empire State Development staff has determined that the action, which involves entering into a consultant contract to undertake event planning services, constitutes a Type II action as defined by the New York State Environmental Quality Review Act and the implementing regulations for the New York State Department of Environmental Conservation. No further environmental review is required at this time.

VIII. Requested Action

The Directors are requested to (1) make a determination of responsibility with respect to the proposed consultant; (2) authorize the Corporation to enter into a Contract amendment with BMC Consulting for an amount not to exceed \$250,000; and (3) to take all related actions.

IX. Recommendation

Based on the foregoing, I recommend approval of the requested actions.

X. Attachments
Resolution

January 8, 2024

ERIE CANAL HARBOR DEVELOPMENT CORPORATION – Erie Canal Bicentennial Celebration at Canalside –
Authorization to Enter into a Contract Amendment for Consulting Services; and Authorization to Take
Related Actions

BE IT RESOLVED, that upon the basis of the materials presented to this meeting (the “Materials”), a copy of which is hereby ordered filed with the records of the Corporation, the Corporation hereby finds the Be Our Guest, Ltd. to be responsible; and be it further

RESOLVED, that the Corporation is hereby authorized to amend a contract with BMC Consulting for an amount not to exceed TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for a total contract amount not to exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000) the purposes and services, and substantially on the terms and conditions, set forth in the Materials; and be it further

RESOLVED, that the President of the Corporation or his designee(s) be, and each of them hereby is, authorized to take such action and execute such documents as may be necessary or appropriate to carry out the foregoing resolution.

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Item 4



FOR CONSIDERATION

January 8, 2023

TO: The Directors

FROM: Mark Wendel

SUBJECT: Erie Canal Bicentennial at Canalside

REQUEST FOR: Authorization to Enter into a Contract Amendment with Local Projects to Continue onto Fabrication Services of the Visitor Experience; and Authorization to Take Related Actions

CONTRACT NEEDS AND JUSTIFICATION

I. Contract Summary

Design Firm: Local Projects
123 William Street, Suite 801
New York, NY 10038

Scope of Services: Erie Canal Bicentennial Visitor Experience Design and Fabrication

Contract Term: April 1, 2023 – May 31, 2025

Original Contract Amount: \$1,012,000 (\$920,000 base plus \$92,000 contingency)
Amendment 1 Amount: \$3,488,000 (\$3,304,880 base plus \$183,120 contingency)

Total Contract Amount: Not to exceed \$4,500,000 (\$4,316,880 base plus \$183,120 contingency)

Funding Source: New York Power Authority Industrial Incentive Award

II. Background

For more than a decade, the Erie Canal Harbor Development Corporation (“ECHDC”), has spearheaded projects along Buffalo’s waterfront to help Buffalo and Western New York realize a vision of renewed prosperity. The Canalside project sits on the historic western terminus of the Erie Canal. In its heyday Buffalo, known as America’s “Gateway to the West”, was one of the world’s greatest business centers, teeming with canal and rail traffic passing from the Atlantic seaboard across the Great Lakes.

The Canalside History Advisory Group (CHAG) was formed to help guide ECHDC on projects and programming in order to ensure the historical relevance of Canalside continues to be woven into the fabric of the site. The group is made up of approximately 15 volunteer members. The bicentennial of the

opening of the Erie Canal will occur in 2025 and, while celebrations will likely occur across New York State, CHAG has been tasked to support ECHDC staff with planning a celebration at Buffalo's Canalside.

Local Projects has been working with ECHDC to create historic exhibits for the Erie Canal Bicentennial Celebration to be held in 2025. Local Projects, working with their team, have developed interactive exhibit concepts (Tasks 1 and 2, described below) to provide historic stories at interior displays and exterior features along the Canalside site. This amendment would allow Local Projects and their team to move the exhibits into fabrication, installation, and maintenance. (Tasks 3 and 4).

All Tasks were included in the initial Request for Proposal. The scope of services for Tasks 3 and 4 were finalized after the exhibit designs were reviewed and approved by ECHDC.

III. Consultant Selection Process

On November 3, 2022, ECHDC advertised for the *Erie Canal Bicentennial Commemoration Visitor Experience Design Services* opportunity in the New York State Contract Reporter to solicit proposals from designer consultant to create Erie Canal history exhibits. On December 22, 2022, ECHDC received and opened seven (7) proposals, all consisting of design firms. These proposals were reviewed and scored by the Selection Committee and a top ranked team was selected.

The final rankings of the candidates by the Selection Committee are as follows (*only prime consultant listed*):

1. Local Projects
2. Gallagher & Associates
3. Art Processors
4. Color-Ad
5. Gecko Group
6. Moey
7. Thinkwell

Local Projects is a New York State design firm with an office in New York City. Their team also includes Hadley Exhibits (Buffalo-based), Southtown Audio Video (WBE, Buffalo-based) Foit-Albert Associates, Engineering, PC (MBE, NYS-based), and Beautiful Machine - Lighting and AV Systems Hardware Design (WBE, NJ-based). The team will be directed by team leader Brook Anderson.

Local Projects is an exhibition and media design firm for museums and public spaces, focused on engaging audiences through emotion and technology, and developing new ways for people to interact with art, cities and one another. Local Projects gathers stories through collaborative storytelling projects, and between Storycorps, the 9/11 Memorial Museum and Change By Us, they have brought forth over 100,000 individuals' stories and memories, sharing them with the world and touching millions of lives. Local Projects has won top prize for every major design award including the National Design Award for Interaction Design, Fast Company Masters of Design, Webby Gold, Muse Gold and AIGA Gold.

Hadley Exhibits, the exhibit fabricator, brings over 100 years of museum design and fabrication knowledge to this project. As a team member, they have worked closely with Local Projects during the conceptual phases. Located in Buffalo, NY, Hadley has created exhibits for local institutions such as the Colored

Musicians Club and nationally for the Smithsonian National Museum of the American Indian and the National Baseball hall of Fame in Cooperstown, NY.

Pursuant to State Finance Law Section 139-j and 139-k and the Corporation's policy related thereto, staff has: a) considered proposed contractor's ability to perform the services provided for in the proposed contract; and b) consulted the list of offerers determined to be non-responsible bidders and debarred offerers maintained by the New York State Office of General Services. Based on the foregoing, staff considers the proposed contractor to be responsible.

IV. Scope of Work

Under this contract, the Consultant will provide necessary services including, but not limited to, the scope of work as described below. Tasks 1 & 2 were completed under the Original Contract. This Amendment covers Task 3 & 4.

Task 1: Project Scoping/Concept Development (20% Design) – completed in the Original Contract

- i. The Consultant will be responsible to develop the programming requirements for each of the three experiences.
- ii. The Consultant will be responsible for research/writing/editing in order to supplement Buffalo History Museum staff research and assist in object/graphics selection to illustrate stories. Research may include both primary and secondary sources.
- iii. The Consultant will be responsible for the development of an overall conceptual design, one that articulates each experience while tying them together. Identification of major components and/or microclimates shall be identified; preliminary floorplans, site layouts and space diagrams shall be developed; as should the identification of potential exterior modifications to the Longshed.
- iv. The Consultant will be responsible for an overall visitor pathway diagram that details the journey through the Longshed, Ruins and Main Canal daytime experiences. Touchpoints should include parking, bus/light rail stops, entryways, public street crossings, and exits.
- v. The Consultant will be responsible to estimate the number of visitors expected to attend the three experiences.
- vi. The Consultant will be responsible for the development of a preliminary Budget.
- vii. The Consultant will be responsible to prepare a Schedule for the remainder of the design and installation phases, identifying any long-lead time materials.

Task 2: Design (75% Design) – completed in the Original Contract

- i. The Consultant will be responsible to develop the design requirements for each of the three experiences.
- ii. The Consultant will be responsible for sourcing, script writing and/or editing, and to finalize label copy for experience components.
- iii. The Consultant will be responsible for designing all elements of each experience, including the design of standard components, artifact mounts, microclimates and/or artifact security.
- iv. The Consultant will be responsible for building interior and environmental design, lighting, audio/visual and interactive components, fixtures, furniture, and experience-related signage.
- v. The Consultant will be responsible to identify required exterior modifications to the Longshed.
- vi. The Consultant will be responsible to update the budget as the 75% Design Budget.

- vii. The Consultant will be responsible to update the estimated number of visitors.
- viii. The Consultant will be responsible to update the Schedule for the remainder of the design and installation phases.

Task 3: Fabrication/Installation/Training (100% Design)

- i. The Consultant will be responsible to complete the design, fabricate and install all component for each of the three experiences.
- ii. The Consultant shall coordinate all final design work and provide technical support during the fabrication and installation process, including but not limited to, production ready graphic exhibit materials, revisions due to errors and omissions or unavailable materials, and review of shop or fabrication drawings.
- iii. The Consultant will be responsible to purchase, fabricate, assemble, and install into the building and on the site all components of the three experiences. The work must be fully coordinated with and adhere to the drawings and specifications developed by the Consultant. The Consultant shall thoroughly test all electrical, electronic, and mechanical devices, including sound and lighting. The Consultant shall install audiovisual equipment, including electrical components to provide and ensure fully operational audiovisual systems and/or interactive components for each exhibit unit. The Consultant shall provide all support documentation for audiovisual and interactive components including schematic and wiring diagrams and manuals.
- iv. The Consultant will prepare Operation and Maintenance Plans for the ongoing operation and maintenance of the experiences and other components constructed and/or installed. The Manuals shall document the materials and products used and describe the methods and products to be used for operation, care, cleaning, and maintenance. This shall include a routine of care and cleaning for the life of the exhibit. The operation and maintenance plan and manual shall include all installed components, including all exhibits, lighting, audio visual and interactive components.
- v. The Consultant will provide training which will consist of working with ECHDC and/or BHM staff in a small group workshop to increase the site staff's skills and knowledge of operating, caring for and maintaining the exhibits and other installed components. Training shall follow the format of the exhibit maintenance plan and manual. Provide information on how to maintain climate controls in exhibit cases if necessary. Provide training which will include hands-on demonstrations of how various exhibit components work (including all audio visuals and interactive components), control systems, access for maintenance, use of special tools, equipment or products and methods.

Task 4: Renovation and Maintenance

- i. The Consultant will prepare an Exhibit Renovation and Maintenance Plan to preserve and repair the three experiences which are designated to be continued in summer long use. Work may include, but is not limited to: replacing exhibit mounts, replacing exhibit components, refinishing materials, cleaning materials, providing new labels or graphics, doing various repairs, and/or modifying exhibits components to be used in 2026 as part of the US Semiquincentennial celebrations.

V. Contract Term, Price and Funding

The Design Firm Contract will cover fees and expenses through May 31, 2025.

The Amendment amount with Local Projects to complete Tasks 3 & 4 as described above shall not exceed \$3,488,000 (\$3,304,880 base plus \$183,120 contingency).

The total contract fee will be calculated on a “hourly plus reimbursables” basis, payable in releases as the work is completed. The fee is based on approved manhour estimates and salary schedules and includes an allowance for incidental out of pocket project expenses (i.e., travel, reproduction costs, postage and delivery charges, permits and miscellaneous fees). Labor and expenses will be reimbursed upon submission of timesheets and acceptable receipted documentation.

The project funding source shall be the New York Power Authority (Industrial Incentive).

VI. Non-Discrimination & Contractor and Supplier Diversity

ESD’s Non-Discrimination and Contractor & Supplier Diversity policy will apply to this contract. The Contractor shall be required to solicit and utilize Minority and Women-owned Business Enterprise (“MWBEs”) and Service-Disabled-Veteran-owned Business Enterprises (SDVOBs) for any contractual opportunities generated in connection with the Project and shall be required to use Good Faith Efforts (pursuant to 5 NYCRR §142.8 and 9 NYCRR § 252.2(m)) to achieve an overall MWBE Participation Goal of 30% and an SDVOB Participation Goal of 6%.

The Consultant has identified the following business enterprises that it intends to utilize to achieve its MWBE and SDVOB participation goals:

Foit-Albert Associates, Engineering, PC (MBE)
Albany, NY 12205

Beautiful Machine - Lighting and AV Systems Hardware Design (WBE)
Newark, NJ 07306

Southtown Audio Video (WBE)
Hamburg, NY 14075

VII. Environmental Review

Empire State Development staff has determined that the action, which involves entering into a contract for design and implementation of temporary/seasonal interpretative and educational features within the existing Longshed building and around the existing building ruins display area, constitutes a Type II action as defined by the New York State Environmental Quality Review Act and the implementing regulations for the New York State Department of Environmental Conservation. No further environmental review is required at this time.

VIII. Requested Action

The Directors are requested to (1) make a determination of responsibility with respect to the proposed consultant; (2) authorize the Corporation to enter into a contract amendment with Local Projects for an

amount not to exceed \$3,304,880 including reimbursables plus a \$183,120 contingency for a total amended contract amount of \$3,488,000; and (3) to take all related actions.

IX. Recommendation

Based on the foregoing, I recommend approval of the requested actions.

X. Attachments
Resolution

January 8, 2023

ERIE CANAL HARBOR DEVELOPMENT CORPORATION – Erie Canal Bicentennial Visitor Experience Design and Fabrication - Authorization to Enter into a Contract Amendment with Local Projects to Continue to Provide Design and Fabrication Services; and Authorization to Take Related Actions

BE IT RESOLVED, that upon the basis of the materials presented to this meeting (the “Materials”), a copy of which is hereby ordered filed with the records of the Corporation, the Corporation hereby finds Local Projects to be responsible; and be it further

RESOLVED, that the Corporation is hereby authorized to enter into a Contract Amendment with Local Projects for a base contract amount of THREE MILLION THREE HUNDRED FOUR THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$3,304,880), plus a contingency in the amount of ONE HUNDRED EIGHTY-THREE THOUSAND ONE HUNDRED TWENTY DOLLARS (\$183,120) for a total contract amendment not to exceed THREE MILLION FOUR HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS (\$3,488,000) for the purposes and services, and substantially on the terms and conditions, set forth in the Materials, and for a total contract amount of FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS of (\$4,500,000); and be it further

RESOLVED, that the President of the Corporation or his designee(s) be, and each of them hereby is, authorized to take such action and execute such documents as may be necessary or appropriate to carry out the foregoing resolution.

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